

HOSODA & BONNER, LLC

LYLE S. HOSODA 3964-0
ADDISON D. BONNER 9163-0
Three Waterfront Plaza, Suite 499
500 Ala Moana Boulevard
Honolulu, Hawai'i 96813
Telephone: (808) 524-3700
Facsimile: (808) 524-3838
Email: lsh@hosodalaw.com
adb@hosodalaw.com

Attorneys for Defendant
OAHU INTERSCHOLASTIC ASSOCIATION

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

A.B., by her parents and next friends,
C.B. and D.B., and T.T., by her parents
and next friends, K.T. and S.T.,

Plaintiffs,

vs.

HAWAII STATE DEPARTMENT OF
EDUCATION and OAHU
INTERSCHOLASTIC ASSOCIATION,

Defendants.

Civil No. 18CV-00477 LEK-RT

**DEFENDANT OAHU
INTERSCHOLASTIC
ASSOCIATION'S ANSWER TO
PLAINTIFFS' FIRST AMENDED
COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF;
CERTIFICATE OF SERVICE**

[Re: ECF No. 88]

**DEFENDANT OAHU INTERSCHOLASTIC ASSOCIATION’S
ANSWER TO PLAINTIFFS’ FIRST AMENDED COMPLAINT
FOR DECLARATORY AND INJUNCTIVE RELIEF**

Defendant OAHU INTERSCHOLASTIC ASSOCIATION (“OIA”), by and through its attorneys, Hosoda & Bonner, LLC, hereby submits its answer to Plaintiffs A.B. and A.M.B., by her parents and next friends, C.B. and D.B., and T.T., by her parents and next friends, K.T. and S.T.’s (collectively, “Plaintiffs”) First Amended Complaint for Declaratory and Injunctive Relief, filed herein on June 20, 2019 (ECF No. 88) (the “First Amended Complaint”), as follows:

INTRODUCTION

1. Paragraph 1 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations. The OIA denies the allegations contained in paragraph 1 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 1 of the First Amended Complaint and therefore, denies the same.

2. The OIA denies the allegations contained in paragraph 2 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2 of the First Amended Complaint

and therefore, denies the same.

3. The OIA denies the allegations contained in paragraph 3 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 3 of the First Amended Complaint and therefore, denies the same.

4. In response to paragraph 4 of the Complaint, the OIA states that the document referenced therein speaks for itself. The OIA denies the allegations contained in paragraph 4 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 4 of the First Amended Complaint and therefore denies the same.

5. In response to paragraph 5 of the First Amended Complaint, the OIA states that the allegation is vague and ambiguous as to the phrases “under the control” and “in close coordination” and therefore denies the same. The OIA admits that it administers policies and regulations governing interscholastic activities of member schools. The OIA denies all remaining allegations contained in paragraph 5 of the First Amended Complaint.

6. The OIA denies the allegations in paragraph 6 insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to

form a belief as to the truth of the remaining allegations contained in paragraph 6 of the First Amended Complaint and therefore, denies the same.

7. The OIA denies the allegations in paragraph 7 insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 7 of the First Amended Complaint and therefore, denies the same.

JURISDICTION AND VENUE

8. Paragraph 8 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations contained within those paragraphs.

9. Paragraph 9 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations contained within those paragraphs.

10. Paragraph 10 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations contained within those paragraphs.

PARTIES

Plaintiffs

11. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the First

Amended Complaint and therefore, denies the same.

12. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the First Amended Complaint and therefore, denies the same.

13. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the First Amended Complaint and therefore, denies the same.

Defendants

14. In response to paragraph 14 of the First Amended Complaint, the OIA admits that Campbell is a four-year public high school located in Ewa Beach, Oahu. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 14 of the First Amended Complaint and therefore denies the same.

15. In response to paragraph 15 of the First Amended Complaint, the OIA states that the allegation is vague and ambiguous as to the phrases “instrumentality of” and “controlled by” and therefore denies the same. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 15 of the First Amended Complaint and therefore, denies the same.

16. In response to paragraph 16 of the First Amended Complaint, the OIA

states that the allegation is vague and ambiguous as to the phrase “pervasively entwined in the management and control of the OIA” and therefore denies the same. The OIA admits that the OIA’s Executive Director is a DOE employee, and the members of the OIA’s Executive Council are principals of DOE high schools and are also DOE employees. The OIA denies all remaining allegations contained in paragraph 16.

17. In response to paragraph 16 of the First Amended Complaint, the OIA states that the allegations contained in paragraph 17 of the First Amended Complaint are vague and ambiguous as to the phrase “controlling authority” and therefore denies the same. The OIA states that it administers policies and regulations governing interscholastic activities of OIA member schools. The OIA denies all remaining allegations contained in paragraph 17 of the First Amended Complaint.

FACTUAL ALLEGATIONS

18. Paragraph 18 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations contained within those paragraphs insofar as the allegation pertains to the OIA. The OIA further states that the document referenced therein speaks for itself and that the OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations

continued in paragraph 18 of the Complaint and therefore, denies the same.

19. In response to paragraph 19 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 19 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations as they pertain to the OIA.

20. In response to paragraph 20 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 20 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA.

21. In response to paragraph 21 of the First Amended Complaint, the OIA denies the allegations insofar as the allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 21 of the First Amended Complaint and therefore, denies the same.

22. In response to paragraph 22 of the First Amended Complaint, the OIA denies the allegations insofar as the allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 22 of the First Amended Complaint

and therefore, denies the same.

23. In response to paragraph 23 of the First Amended Complaint, the OIA denies the allegations insofar as the allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the First Amended Complaint and therefore, denies the same.

24. In response to paragraph 24 of the First Amended Complaint, the OIA states that the communication referenced therein speaks for itself. The OIA denies the allegations contained within paragraph 24 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 24 of the First Amended Complaint and therefore, denies the same.

25. In response to paragraph 25 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speaks for itself. The OIA denies the allegations contained within paragraph 25 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 25 of the First Amended Complaint and therefore, denies the same.

26. The OIA denies the allegations contained within paragraph 26 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 26 of the First Amended Complaint and therefore, denies the same.

27. Paragraph 27 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations. The OIA further states that the documents and/or communications referenced therein speak for themselves. The OIA denies the allegations contained within paragraph 27 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the First Amended Complaint, and therefore denies the same.

28. The OIA denies the allegations contained within paragraph 28 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 28 of the First Amended Complaint and therefore, denies the same.

29. In response to paragraph 29 of the First Amended Complaint, the OIA states that the documents and/or communication referenced therein speak for

themselves. The OIA denies the allegations contained within paragraph 29 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 29 of the First Amended Complaint and therefore, denies the same.

30. In response to paragraph 30 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, Paragraph 30 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA.

31. In response to paragraph 31 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. The OIA further states that paragraph 31 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA.

32. In response to paragraph 32 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. The OIA further states that Paragraph 32 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA.

33. In response to paragraph 33 of the First Amended Complaint, the OIA states that the documents and/or communications referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the First Amended Complaint and therefore, denies the same.

34. In response to paragraph 34 of the First Amended Complaint, the OIA states that the documents and/or communications referenced therein speak for themselves. The OIA further states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 34 of the First Amended Complaint and therefore, denies the same.

35. In response to paragraph 35 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 35 of the First Amended Complaint and therefore, denies the same.

36. In response to paragraph 36 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the First Amended Complaint and therefore, denies the same.

37. The OIA states that Paragraph 37 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 37 of the First Amended Complaint and therefore, denies the same.

38. In response to paragraph 38 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for themselves. Further, paragraph 38 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 38 of the First Amended Complaint and therefore, denies the same.

39. In response to paragraph 39 of the First Amended Complaint, the OIA states that the documents referenced therein speak for themselves. Further, paragraph 39 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 39 of the First Amended Complaint and therefore, denies the same.

40. In response to paragraph 40 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the First Amended Complaint and therefore, denies the same.

41. The OIA states that Paragraph 41 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the First Amended Complaint and therefore, denies the same.

42. The OIA states that Paragraph 42 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the First Amended Complaint and therefore, denies the same.

43. In response to paragraph 43 of the First Amended Complaint, the OIA

states that the documents and/or communications referenced therein speak for themselves. The OIA states that Paragraph 43 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 43 of the First Amended Complaint and therefore, denies the same.

44. The OIA states that Paragraph 44 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. In response to paragraph 44 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 44 of the First Amended Complaint and therefore, denies the same.

45. In response to paragraph 45 of the First Amended Complaint, the OIA states that the documents referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 45 of the First Amended Complaint and therefore, denies the same.

46. The OIA states that Paragraph 46 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the First Amended Complaint and therefore, denies the same.

47. The OIA states that Paragraph 47 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 47 of the First Amended Complaint and therefore, denies the same.

48. In response to paragraph 48 of the First Amended Complaint, the OIA states that the documents and/or communications referenced therein speak for themselves. Further, paragraph 48 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 48 of the First Amended Complaint and therefore, denies the same.

49. In response to paragraph 49 of the First Amended Complaint, the OIA admits that Campbell is a four-year public high school located in Ewa Beach, Oahu, Hawaii. The allegations contained within paragraph 49 of the First Amended Complaint are vague and ambiguous as to the phrase “run by”, and therefore the OIA denies the same to the extent the allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 49 of the First Amended Complaint and therefore, denies the same.

50. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the First Amended Complaint and therefore, denies the same.

51. The OIA states that Paragraph 51 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 51 of the First Amended Complaint and therefore, denies the same.

52. In response to paragraph 52 of the First Amended Complaint, the OIA states that the allegation is vague and ambiguous as to the phrase “controlled or greatly influenced by”, and therefore denies the same. The OIA denies the

allegations contained in paragraph 52 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 52 of the First Amended Complaint and therefore, denies the same.

53. The OIA states that Paragraph 53 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the First Amended Complaint and therefore, denies the same.

54. The OIA states that Paragraph 54 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the First Amended Complaint and therefore, denies the same.

55. The OIA states that Paragraph 55 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information

sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the First Amended Complaint and therefore, denies the same.

56. In response to paragraph 56 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. The OIA further states that Paragraph 56 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 56 of the First Amended Complaint.

57. The OIA denies the allegations contained in paragraph 57 of the First Amended Complaint.

58. In response to paragraph 58 of the First Amended Complaint, the OIA admits that Campbell is a high school run by the DOE. The OIA denies the allegations contained within paragraph 58 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 58 of the First Amended Complaint and therefore, denies the same.

59. The OIA denies the allegations contained within paragraph 59 of the

First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 59 of the First Amended Complaint and therefore, denies the same.

60. The OIA denies the allegations contained within paragraph 60 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 60 of the First Amended Complaint and therefore, denies the same.

61. The OIA denies the allegations contained within paragraph 61 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 61 of the First Amended Complaint and therefore, denies the same.

62. The OIA denies the allegations contained within paragraph 62 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 62 of the First Amended Complaint and therefore, denies the same.

63. The OIA denies the allegations contained within paragraph 63 of the

First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 63 of the First Amended Complaint and therefore, denies the same.

64. The OIA denies the allegations contained within paragraph 64 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 64 of the First Amended Complaint and therefore, denies the same.

65. The OIA denies the allegations contained within paragraph 65 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 65 of the First Amended Complaint and therefore, denies the same.

66. The OIA denies the allegations contained within paragraph 66 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 66 of the First Amended Complaint and therefore, denies the same.

67. The OIA denies the allegations contained within paragraph 67 of the

First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 67 of the First Amended Complaint and therefore, denies the same.

68. In response to paragraph 68 of the First Amended Complaint, the OIA admits that Campbell is a high school run by the DOE. The OIA denies the allegations contained within paragraph 68 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 68 of the First Amended Complaint and therefore, denies the same.

69. The OIA denies the allegations contained within paragraph 69 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 69 of the First Amended Complaint and therefore, denies the same.

70. The OIA denies the allegations contained within paragraph 70 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 70 of the First Amended Complaint

and therefore, denies the same.

71. The OIA denies the allegations contained within paragraph 71 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 71 of the First Amended Complaint and therefore, denies the same.

72. In response to paragraph 72 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the First Amended Complaint and therefore, denies the same.

73. The OIA denies the allegations contained within paragraph 73 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 73 of the First Amended Complaint and therefore, denies the same.

74. The OIA states that Paragraph 74 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information

sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 74 of the First Amended Complaint and therefore, denies the same.

75. The OIA denies the allegations contained within paragraph 75 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 75 of the First Amended Complaint and therefore, denies the same.

76. The OIA denies the allegations contained within paragraph 76 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 76 of the First Amended Complaint and therefore, denies the same.

77. Paragraph 77 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA further responds that the documents and/or communications referenced in paragraph 77 of the First Amended Complaint speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 77 of the First Amended Complaint and therefore, denies the same.

78. The OIA denies the allegations contained within paragraph 78 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 78 of the First Amended Complaint and therefore, denies the same.

79. In response to paragraph 79 of the First Amended Complaint, the OIA states that the documents and/or communications therein speak for themselves. The OIA denies the allegations contained within paragraph 26 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 79 of the First Amended Complaint and therefore, denies the same.

80. The OIA denies the allegations contained within paragraph 80 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 80 of the First Amended Complaint and therefore, denies the same.

81. The OIA denies the allegations contained within paragraph 81 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 81 of the First Amended Complaint and therefore, denies the same.

82. The OIA denies the allegations contained within paragraph 82 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 82 of the First Amended Complaint and therefore, denies the same.

83. The OIA denies the allegations contained within paragraph 83 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 83 of the First Amended Complaint and therefore, denies the same.

84. The OIA denies the allegations contained within paragraph 84 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 84 of the First Amended Complaint and therefore, denies the same.

85. The OIA denies the allegations contained within paragraph 85 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 85 of the First Amended Complaint and therefore, denies the same.

86. The OIA denies the allegations contained within paragraph 86 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 86 of the First Amended Complaint and therefore, denies the same.

87. The OIA denies the allegations contained within paragraph 87 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 87 of the First Amended Complaint and therefore, denies the same.

88. The OIA denies the allegations contained within paragraph 88 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 88 of the First Amended Complaint and therefore, denies the same.

89. The OIA denies the allegations contained within paragraph 89 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 89 of the First Amended Complaint and therefore, denies the same.

90. The OIA denies the allegations contained within paragraph 90 of the First Amended Complaint insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 90 of the First Amended Complaint and therefore, denies the same.

91. The OIA denies the allegations contained in paragraph 91 insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 91 of the First Amended Complaint and therefore, denies the same.

92. In response to paragraph 92 of the First Amended Complaint, the OIA states that the allegations are vague and ambiguous as to the phrase “which acts under the control of, and in close coordination with”, and therefore denies the same. The OIA denies the allegations contained in paragraph 92 of the First Amended Complaint to the extent such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 92 of the First Amended Complaint and therefore, denies the same.

93. The OIA denies the allegations contained in paragraph 93 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 93 of the First Amended Complaint and therefore, denies the same.

94. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 94 of the First Amended Complaint and therefore, denies the same.

95. The OIA denies the allegations contained in paragraph 95 insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 95 of the First Amended Complaint and therefore, denies the same.

96. The OIA denies the allegations contained in paragraph 96 insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 96 of the First Amended Complaint and therefore, denies the same.

97. The OIA denies the allegations contained in paragraph 97 insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 97 of the First Amended Complaint and therefore, denies the same.

98. The OIA denies the allegations contained in paragraph 98 insofar as

the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 98 of the First Amended Complaint and therefore, denies the same.

99. The OIA denies the allegations contained in paragraph 99 insofar as the allegation pertains to the OIA. In response to the allegations contained in paragraph 99 of the First Amended Complaint, the OIA states that it participates in the scheduling of seasons, games, and tournaments relating to members schools. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 99 of the First Amended Complaint and therefore, denies the same.

100. In response to paragraph 100 of the First Amended Complaint, the OIA states that the allegations are vague and ambiguous as to the phrase “control and operate” and therefore denies the same. The OIA denies the allegations contained paragraph 100 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without information sufficient to form a belief as to the truth of the remaining allegations therefore, denies the same.

101. The OIA denies the allegations contained paragraph 101 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 101 of the First Amended Complaint

and therefore, denies the same.

102. The OIA denies the allegations contained paragraph 102 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 102 of the First Amended Complaint and therefore, denies the same.

103. In response to paragraph 103 of the First Amended Complaint, the OIA states that the allegation is vague and ambiguous as to the term “ideal” and therefore denies the allegation insofar as it pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 103 of the First Amended Complaint and therefore, denies the same.

104. The OIA denies the allegations contained paragraph 104 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 104 of the First Amended Complaint and therefore, denies the same.

105. The OIA denies the allegations contained paragraph 105 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 105 of the First Amended Complaint and therefore, denies the same.

106. The OIA denies the allegations contained paragraph 106 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 106 of the First Amended Complaint and therefore, denies the same.

107. The OIA denies the allegations contained paragraph 107 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 107 of the First Amended Complaint and therefore, denies the same.

108. In response to paragraph 108 of the First Amended Complaint, the OIA states that the allegations are vague and ambiguous as to the phrase “less preferable times” and therefore denies the same. The OIA denies the allegations contained paragraph 108 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 108 of the First Amended Complaint and therefore, denies the same.

109. The OIA denies the allegations contained paragraph 109 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 109 of the First Amended Complaint and therefore, denies the same.

110. The OIA denies the allegations contained paragraph 110 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 110 of the First Amended Complaint and therefore, denies the same.

111. The OIA denies the allegations contained paragraph 111 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 111 of the First Amended Complaint and therefore, denies the same.

112. The OIA denies the allegations contained paragraph 112 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 112 of the First Amended Complaint and therefore, denies the same.

113. The OIA denies the allegations contained paragraph 113 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 113 of the First Amended Complaint and therefore, denies the same.

114. The OIA denies the allegations contained paragraph 114 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 114 of the First Amended Complaint and therefore, denies the same.

115. The OIA denies the allegations contained paragraph 115 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 115 of the First Amended Complaint and therefore, denies the same.

116. The OIA denies the allegations contained paragraph 116 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 116 of the First Amended Complaint and therefore, denies the same.

117. The OIA denies the allegations contained paragraph 117 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 117 of the First Amended Complaint and therefore, denies the same.

118. The OIA denies the allegations contained paragraph 118 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 118 of the First Amended Complaint and therefore, denies the same.

119. The OIA denies the allegations contained paragraph 119 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 119 of the First Amended Complaint and therefore, denies the same.

120. The OIA denies the allegations contained paragraph 120 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 120 of the First Amended Complaint and therefore, denies the same.

121. The OIA denies the allegations contained paragraph 121 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 121 of the First Amended Complaint and therefore, denies the same.

122. In response to paragraph 122 of the First Amended Complaint, the OIA states that the allegations are vague and ambiguous as to the phrase “control and operate” and therefore denies the same. The OIA denies the allegations contained paragraph 122 of the First Amended Complaint, insofar as said allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 122 of the First Amended Complaint and therefore, denies the same.

123. The OIA denies the allegations contained paragraph 123 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 123 of the First Amended Complaint and therefore, denies the same.

124. The OIA denies the allegations contained paragraph 124 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 124 of the First Amended Complaint

and therefore, denies the same.

125. The OIA denies the allegations contained paragraph 125 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 125 of the First Amended Complaint and therefore, denies the same.

126. The OIA denies the allegations contained paragraph 126 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 126 of the First Amended Complaint and therefore, denies the same.

127. The OIA denies the allegations contained paragraph 127 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 127 of the First Amended Complaint and therefore, denies the same.

128. The OIA denies the allegations contained paragraph 128 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 128 of the First Amended Complaint

and therefore, denies the same.

129. The OIA denies the allegations contained paragraph 129 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 129 of the First Amended Complaint and therefore, denies the same.

130. The OIA denies the allegations contained paragraph 130 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 130 of the First Amended Complaint and therefore, denies the same.

131. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 131 of the First Amended Complaint and therefore, denies the same.

132. The OIA denies the allegations contained paragraph 132 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 132 of the First Amended Complaint and therefore, denies the same.

133. The OIA denies the allegations contained paragraph 133 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 133 of the First Amended Complaint and therefore, denies the same.

134. The OIA denies the allegations contained paragraph 134 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 134 of the First Amended Complaint and therefore, denies the same.

135. The OIA denies the allegations contained paragraph 135 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 135 of the First Amended Complaint and therefore, denies the same.

136. The OIA denies the allegations contained paragraph 136 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 136 of the First Amended Complaint and therefore, denies the same.

137. The OIA denies the allegations contained paragraph 137 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 137 of the First Amended Complaint and therefore, denies the same.

138. The OIA denies the allegations contained paragraph 138 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 138 of the First Amended Complaint and therefore, denies the same.

139. In response to paragraph 139 of the First Amended Complaint, the OIA states that the allegations are vague and ambiguous as to the phrase “control and operate” and therefore denies the same. The OIA denies the allegations contained paragraph 139 of the First Amended Complaint, insofar as said allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 139 of the First Amended Complaint and therefore, denies the same.

140. The OIA denies the allegations contained paragraph 140 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 140 of the First Amended Complaint

and therefore, denies the same.

141. The OIA denies the allegations contained paragraph 141 of the First Amended Complaint, insofar as said allegations pertain to the OIA. The OIA is without information sufficient to form a belief as to the truth of the allegations insofar as said allegations pertain to other parties and therefore, denies the same.

142. The OIA denies the allegations contained paragraph 142 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 142 of the First Amended Complaint and therefore, denies the same.

143. The OIA denies the allegations contained paragraph 143 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 143 of the First Amended Complaint and therefore, denies the same.

144. In response to paragraph 144 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for themselves. The OIA denies the allegations contained paragraph 144 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 144 of the First Amended Complaint and therefore, denies the same.

145. The OIA denies the allegations contained paragraph 145 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 145 of the First Amended Complaint and therefore, denies the same.

146. The OIA denies the allegations contained paragraph 146 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 146 of the First Amended Complaint and therefore, denies the same.

147. The OIA denies the allegations contained paragraph 147 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 147 of the First Amended Complaint and therefore, denies the same.

148. The OIA denies the allegations contained paragraph 148 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 148 of the First Amended Complaint and therefore, denies the same.

149. The OIA denies the allegations contained paragraph 149 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 149 of the First Amended Complaint and therefore, denies the same.

150. The OIA denies the allegations contained paragraph 150 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 150 of the First Amended Complaint and therefore, denies the same.

151. The OIA is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 151 of the First Amended Complaint and therefore, denies the same.

152. In response to paragraph 152 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves, and the allegations are vague and ambiguous as to the phrase “athletic opportunities” and therefore denies the same. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations

contained in paragraph 152 of the First Amended Complaint and therefore, denies the same.

153. In response to paragraph 153 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves, and the allegations are vague and ambiguous as to the phrase “participation gap” and therefore denies the same. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 153 of the First Amended Complaint and therefore, denies the same.

154. Paragraph 154 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 154 of the First Amended Complaint and therefore, denies the same.

155. Paragraph 155 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 155 of the First Amended

Complaint and therefore, denies the same.

156. Paragraph 156 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 156 of the First Amended Complaint and therefore, denies the same.

157. Paragraph 157 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. Further the OIA states that the documents and/or communications referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 157 of the First Amended Complaint and therefore, denies the same.

158. In response to paragraph 158 of the First Amended Complaint, the OIA states that the documents and/or communications referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 158 of the First Amended Complaint and therefore, denies the same.

159. The OIA denies the allegations contained paragraph 159 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 159 of the First Amended Complaint and therefore, denies the same.

160. The OIA denies the allegations contained paragraph 160 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 160 of the First Amended Complaint and therefore, denies the same.

161. The OIA denies the allegations contained paragraph 161 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 161 of the First Amended Complaint and therefore, denies the same.

162. In response to paragraph 162 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA denies the allegations contained paragraph 162 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 162 of the First Amended Complaint

and therefore, denies the same.

163. In response to paragraph 163 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA denies the allegations contained paragraph 163 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 163 of the First Amended Complaint and therefore, denies the same.

164. In response to paragraph 164 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA denies the allegations contained paragraph 164 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 164 of the First Amended Complaint and therefore, denies the same.

165. Paragraph 165 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 165 of the First Amended

Complaint and therefore, denies the same.

166. The OIA denies the allegations contained paragraph 166 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 166 of the First Amended Complaint and therefore, denies the same.

167. In response to paragraph 167 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA denies the allegations contained paragraph 167 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 167 of the First Amended Complaint and therefore, denies the same.

168. In response to paragraph 168 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 168 of the First Amended Complaint and therefore, denies the same.

169. In response to paragraph 169 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for

themselves. The OIA denies the allegations contained paragraph 169 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 169 of the First Amended Complaint and therefore, denies the same.

170. In response to paragraph 170 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA denies the allegations contained paragraph 170 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 170 of the First Amended Complaint and therefore, denies the same.

171. In response to paragraph 171 of the First Amended Complaint, the OIA states that the document and/or communication referenced therein speak for themselves. The OIA denies the allegations contained paragraph 171 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 171 of the First Amended Complaint and therefore, denies the same.

172. In response to paragraph 172 of the First Amended Complaint, the

OIA states that the document and/or communication referenced therein speak for themselves. The OIA denies the allegations contained paragraph 172 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 172 of the First Amended Complaint and therefore, denies the same.

173. The OIA denies the allegations contained paragraph 173 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 173 of the First Amended Complaint and therefore, denies the same.

174. The OIA denies the allegations contained paragraph 174 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 174 of the First Amended Complaint and therefore, denies the same.

175. The OIA denies the allegations contained paragraph 175 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 175 of the First Amended Complaint

and therefore, denies the same.

176. Paragraph 176 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 176 of the First Amended Complaint and therefore, denies the same.

177. Paragraph 177 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA.

178. Paragraph 178 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 178 of the First Amended Complaint and therefore, denies the same.

179. Paragraph 179 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the

truth of the remaining allegations contained in paragraph 179 of the First Amended Complaint and therefore, denies the same.

180. Paragraph 180 of the First Amended Complaint purports to state legal conclusions to which no response is required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegation pertains to the OIA. The OIA further states that the document and/or communications referenced therein speak for themselves. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 180 of the First Amended Complaint and therefore, denies the same.

181. The OIA denies the allegations contained paragraph 181 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 181 of the First Amended Complaint and therefore, denies the same.

182. The OIA denies the allegations contained paragraph 182 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 182 of the First Amended Complaint and therefore, denies the same.

183. The OIA denies the allegations contained paragraph 183 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 183 of the First Amended Complaint and therefore, denies the same.

184. The OIA denies the allegations contained paragraph 184 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 184 of the First Amended Complaint and therefore, denies the same.

CLASS ACTION ALLEGATIONS

185. In response to paragraph 185 of the First Amended Complaint, the OIA does not respond to said paragraphs due to the fact that they do not contain allegations. To the extent that paragraph 185 of the First Amended Complaint contains allegations, the OIA denies such allegations insofar as such allegations pertain to the OIA.

186. Paragraph 186 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

187. Paragraph 187 of the First Amended Complaint purport to state legal

conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

188. Paragraph 188 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

189. Paragraph 189 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

190. Paragraph 190 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

191. Paragraph 191 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations contained within those paragraphs.

192. Paragraph 192 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an

answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

193. Paragraph 193 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

194. Paragraph 194 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

195. Paragraph 195 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

196. Paragraph 196 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

197. Paragraph 197 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an

answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

198. Paragraph 198 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

DECLARATORY AND INJUNCTIVE RELIEF

199. Paragraph 199 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

200. Paragraph 200 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA.

FIRST CLAIM FOR RELIEF

Violations of Title IX and the Education Amendments of 1972, 20 U.S.C. § 1681
et seq. and Its Implementing Regulations
(Unequal Treatment and Benefits in Athletic Programs)
(Against All Defendants)

201. In response to paragraph 201 of the First Amended Complaint, the OIA does not respond to said paragraph due to the fact that it does not contain

allegations. To the extent that paragraph 201 of the First Amended Complaint contains allegations, the OIA denies such allegations insofar as such allegations pertain to the OIA.

202. In response to paragraph 202 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 202 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegations pertain to the OIA.

203. In response to paragraph 203 of the First Amended Complaint, the allegation is vague and ambiguous to the terms “part of” and “controls” and, therefore denies the same. The OIA denies the allegations contained paragraph 203 of the First Amended Complaint insofar as such allegations pertain to the OIA, and states that the document referenced therein speaks for itself. Further, the OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 203 of the First Amended Complaint and therefore, denies the same.

204. In response to paragraph 204 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 204 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the

OIA denies the allegations insofar as the allegations pertain to the OIA.

205. In response to paragraph 202 of the First Amended Complaint, the OIA states that the documents referenced therein speak for themselves. Further, paragraph 205 of the First Amended Complaint purports to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 205 of the First Amended Complaint and therefore, denies the same.

206. Paragraph 206 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as the allegations pertain to the OIA. The OIA further states that the documents and or communications referenced in paragraph 206 of the First Amended Complaint speak for themselves.

207. The OIA denies the allegations contained paragraph 207 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 207 of the First Amended Complaint and therefore, denies the same.

208. The OIA denies the allegations contained paragraph 208 of the First

Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 208 of the First Amended Complaint and therefore, denies the same.

209. The OIA denies the allegations contained paragraph 209 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 209 of the First Amended Complaint and therefore, denies the same.

210. Paragraph 210 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 210 of the First Amended Complaint and therefore, denies the same.

211. Paragraph 211 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 211 of the First

Amended Complaint and therefore, denies the same.

SECOND CLAIM FOR RELIEF

Violations of Title IX and the Education Amendments of 1972, 20 U.S.C. § 1681
et seq. and Its Implementing Regulations
(Unequal Participation Opportunities in Athletic Programs)
(Against All Defendants)

212. In response to paragraph 212 of the First Amended Complaint, the OIA does not respond to said paragraph due to the fact that it does not contain allegations. To the extent that paragraph 212 of the First Amended Complaint contains allegations, the OIA denies such allegations insofar as such allegations pertain to the OIA.

213. Paragraph 213 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. In response to paragraph 213 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, the OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 213 of the First Amended Complaint and therefore, denies the same.

214. In response to paragraph 214 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, Paragraph 214 of the First Amended Complaint purport to state legal conclusions

to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 214 of the First Amended Complaint and therefore, denies the same.

215. In response to paragraph 215 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 215 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 215 of the First Amended Complaint and therefore, denies the same.

216. In response to paragraph 216 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, Paragraph 216 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 216 of the First Amended Complaint

and therefore, denies the same.

217. Paragraph 217 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 217 of the First Amended Complaint and therefore, denies the same.

218. In response to paragraph 218 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 218 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 218 of the First Amended Complaint and therefore, denies the same.

219. In response to paragraph 219 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 219 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA

is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 219 of the First Amended Complaint and therefore, denies the same.

220. In response to paragraph 220 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 220 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 220 of the First Amended Complaint and therefore, denies the same.

221. In response to paragraph 221 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 221 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 221 of the First Amended Complaint and therefore, denies the same.

222. In response to paragraph 222 of the First Amended Complaint, the

OIA states that the document referenced therein speaks for itself. Further, paragraph 222 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 222 of the First Amended Complaint and therefore, denies the same.

223. In response to paragraph 223 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 223 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 223 of the First Amended Complaint and therefore, denies the same.

224. In response to paragraph 224 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 224 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA

is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 224 of the First Amended Complaint and therefore, denies the same.

225. Paragraph 225 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 225 of the First Amended Complaint and therefore, denies the same.

226. Paragraph 226 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 226 of the First Amended Complaint and therefore, denies the same.

227. Paragraph 227 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 227 of the First

Amended Complaint and therefore, denies the same.

THIRD CLAIM FOR RELIEF

Violations of Title IX and the Education Amendments of 1972, 20 U.S.C. § 1681
et seq. and Its Implementing Regulations
(Retaliation)
(Against DOE Only)

228. In response to paragraph 228 of the First Amended Complaint, the OIA does not respond to said paragraph due to the fact that it does not contain allegations. To the extent that paragraph 228 of the First Amended Complaint contains allegations, the OIA denies such allegations insofar as such allegations pertain to the OIA.

229. In response to paragraph 229 of the First Amended Complaint, the OIA states that the document referenced therein speaks for itself. Further, paragraph 229 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 229 of the First Amended Complaint and therefore, denies the same.

230. In response to paragraph 230 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for themselves. Further, the OIA denies the allegations contained within paragraph

230 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 230 of the First Amended Complaint and therefore, denies the same.

231. In response to paragraph 231 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for themselves. Further, the OIA denies the allegations contained within paragraph 231 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 231 of the First Amended Complaint and therefore, denies the same.

232. In response to paragraph 232 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for themselves. Further, the OIA denies the allegations contained within paragraph 232 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 232 of the First Amended Complaint and therefore, denies the same.

233. In response to paragraph 233 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for

themselves. Further, the OIA denies the allegations contained within paragraph 233 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 233 of the First Amended Complaint and therefore, denies the same.

234. In response to paragraph 234 of the First Amended Complaint, the OIA states that the document and/or communications referenced therein speak for themselves. Further, the OIA denies the allegations contained within paragraph 234 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 234 of the First Amended Complaint and therefore, denies the same.

235. In OIA denies the allegations contained within paragraph 235 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 235 of the First Amended Complaint and therefore, denies the same.

236. In OIA denies the allegations contained within paragraph 236 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 236 of the First Amended Complaint and therefore, denies the same.

237. In OIA denies the allegations contained within paragraph 237 of the First Amended Complaint insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 237 of the First Amended Complaint and therefore, denies the same.

238. Paragraph 238 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 238 of the First Amended Complaint and therefore, denies the same.

239. Paragraph 239 of the First Amended Complaint purport to state legal conclusions to which no responses are required, but to the extent they call for an answer, the OIA denies the allegations insofar as such allegations pertain to the OIA. The OIA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 239 of the First Amended Complaint and therefore, denies the same.

240. The OIA denies any allegations contained in the First Amended

Complaint that have not been specifically admitted to above.

AFFIRMATIVE DEFENSES

First Defense

241. The First Amended Complaint fails to state a claim against the OIA upon which relief can be granted.

Second Defense

242. The OIA's rules are reasonable, non-arbitrary, and rest upon some ground or deference having a fair and substantial relationship to the object of the rules, so that all persons similarly situated are treated alike.

Third Defense

243. The OIA's rules, where applicable, were not applied unequally to Plaintiffs.

Fourth Defense

244. Any injuries to Plaintiff were caused in whole or in part by the acts or omissions of others for whose intervening conduct or negligence the OIA is not responsible.

Fifth Defense

245. Plaintiff failed to join parties indispensable under Rule 19 of the Federal rules of Civil Procedure.

Second Defense

246. Plaintiffs' claims are barred by the doctrine of excuse of performance

and impossibility.

Sixth Defense

247. The OIA justifiably relied upon others with regard to information concerning the condition of the premises and facilities.

Seventh Defense

248. Plaintiffs' claims are barred because the OIA has not shown deliberate indifference within the meaning of Title XI.

Eighth Defense

249. The OIA had a legitimate business purpose for all alleged actions related to the Plaintiffs in the First Amended Complaint.

Ninth Defense

250. The OIA does not have sufficient information to form a belief as to whether it has additional affirmative defenses. The OIA reserves the right to assert such defenses in the event that discovery indicates that the defense is appropriate.

WHEREFORE, the OIA prays that:

- (a) This Court dismiss Plaintiffs' First Amended Complaint with prejudice;
- (b) This Court award the OIA its attorneys' fees, costs, and expenses; and
- (c) This Court award such other and further relief as it deems just and equitable.

//

DATED: Honolulu, Hawai‘i, July 24, 2019.

/s/ Lyle S. Hosoda
LYLE S. HOSODA
ADDISON D. BONNER

Attorneys for Defendant
OAHU INTERSCHOLASTIC
ASSOCIATION

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

A.B., by her parents and next friends,
C.B. and D.B., and T.T., by her parents
and next friends, K.T. and S.T.,

Plaintiffs,

vs.

HAWAII STATE DEPARTMENT OF
EDUCATION and OAHU
INTERSCHOLASTIC ASSOCIATION,

Defendants.

Civil No. 18CV-00477 LEK-RLP

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date noted below, a true and correct copy of the foregoing document was duly served electronically through CM/ECF on the following parties:

MATEO CABALLERO, ESQ.
JONGWOOK KIM, ESQ.
ACLU of Hawaii Foundation

-and-

ELIZABETH KRISTEN, ESQ.
J. CACILIA KIM, ESQ.
KIM TURNER, ESQ.
Legal Aid at Work

-and-

JAYMA M. MEYER, ESQ.
HARRISON J. FRAHN IV, ESQ.
Simpson Thacher & Bartlett LLP

(mcaballero@acluhawaii.org)
(wkim@acluhawaii.org)

(ekristen@legalaidatwork.org)
(ckim@legalaidatwork.org)
(kturner@legalaidatwork.org)

(jmeyer@stblaw.com)
(hfrahn@stblaw.com)

Attorneys for Plaintiffs

A.B., by her parents and next friends, C.B. and D.B., and

T.T., by her parents and next friends, K.T. and S.T.

JOHN M. CREGOR, ESQ.
CARTER K. SIU, ESQ.
Office of the Attorney General
Civil Rights Litigation
425 Queen Street
Honolulu, Hawaii 96813

(john.m.cregor@hawaii.gov)
(carter.k.siu@hawaii.gov)

Attorneys for Defendant
HAWAII STATE DEPARTMENT OF EDUCATION

DATED: Honolulu, Hawai'i, July 24, 2019.

/s/ Lyle S. Hosoda
LYLE S. HOSODA
ADDISON D. BONNER

Attorneys for Defendant
OAHU INTERSCHOLASTIC
ASSOCIATION